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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

RAYMOND SULLIVAN and JULIA
CAUSEY, on behalf of themselves and all
others similarly situated,

Plaintiffs,

vs.

RIVIERA OPERATING CORPORATION
d/b/a RIVIERA HOTEL AND CASINO and
DOES 1 through 50, inclusive,

Defendant.

Case No.: 2:14-cv-00165-APG-VCF

**ORDER GRANTING
FINAL APPROVAL OF COLLECTIVE
AND CLASS ACTION SETTLEMENT**

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The above-referenced putative class action ("Action") having come before the Court on January 20, 2016, for a hearing and this Final Order Approving Class Action Settlement and Judgment ("Court's Final Order and Judgment"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed and entered October 30, 2015 (ECF Doc. 111), and as set forth in the Joint Stipulation of Settlement and Release Between Plaintiff and Defendant ("Settlement Agreement and Release" or "Settlement") in the Action, and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein

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1 and otherwise being fully informed and good cause appearing therefore, it is hereby
2 ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

3 1. All terms used herein shall have the same meaning as defined in the Settlement
4 Agreement and Release.

5 2. This Court has jurisdiction over the subject matter of this Action and over all
6 Parties to this Action, including all Class Members.

7 3. Distribution of the Notice and the Exclusion Form directed to the Class
8 Members as set forth in the Settlement and the other matters set forth therein have been
9 completed in conformity with the Preliminary Approval Order, including individual notice to
10 all Class Members who could be identified through reasonable effort, and as otherwise set forth
11 in the Settlement. The Notice provided due and adequate notice of the proceedings and of the
12 matters set forth therein, including the proposed Settlement set forth in the Settlement
13 Agreement and Release, to all persons entitled to such Notice, and the Notice fully satisfied the
14 requirements of due process. All Class Members and all Released Claims are covered by and
15 included within the Settlement and the Court's Final Order and Judgment.

16 4. The Court hereby finds the Settlement was entered into in good faith. The Court
17 further finds that Plaintiffs have satisfied the standards and applicable requirements for final
18 approval of this class action settlement.

19 5. The Court hereby approves the Settlement set forth in the Settlement Agreement
20 and Release and finds the Settlement is, in all respects, fair, adequate and reasonable, and
21 directs the Parties to effectuate the Settlement according to its terms. The Court finds that the
22 Settlement has been reached as a result of intensive, serious and non-collusive, arms-length
23 negotiations. The Court further finds the Parties have conducted extensive and costly
24 investigation and research, and counsel for the Parties are able to reasonably evaluate their
25 respective positions. The Court also finds the Settlement at this time will avoid additional
26 substantial costs, as well as avoid the delay and risks that would be presented by the further
27 prosecution of the Action. The Court has reviewed the benefits that are being granted as part of
28 the Settlement and recognizes the significant value to the Class Members. The Court also finds

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1 the Class is properly certified as a class for settlement purposes only. The Court also hereby
2 finds there were no objections to the Settlement filed prior to or raised by any person on the
3 record at the Final Approval Hearing that change the Court's decision to approve the
4 Settlement.

5 6. As of the date of the Court's Final Order and Judgment, each and every Class
6 Member is and shall be deemed to have conclusively released the Released Claims as against
7 the Released Parties. As of the date of the Court's Final Order and Judgment, each and every
8 Class Member who has not submitted a valid Request for Exclusion hereby releases and is
9 forever barred and enjoined from instituting or prosecuting the Released Claims, except as to
10 such rights or claims as may be created by the Settlement, against the Released Parties. In
11 addition, as of the date of the Court's Final Order and Judgment, each Class Member who has
12 not submitted a valid Request for Exclusion is forever barred and enjoined from instituting or
13 accepting damages or obtaining relief against the Released Parties relating to the Released
14 Claims.

15 7. Neither the Settlement nor any of the terms set forth in the Settlement
16 Agreement and Release is an admission by the Released Parties, nor is the Court's Final Order
17 and Judgment Dismissing a finding of the validity of any claims in the Action or of any
18 wrongdoing by the Released Parties. Neither the Court's Final Order and Judgment, the
19 Settlement Agreement and Release, nor any document referred to herein, nor any action taken
20 to carry out the Settlement Agreement and Release is, may be construed as, or may be used as,
21 an admission by or against the Released Parties, of any fault, wrongdoing or liability
22 whatsoever. The entering into or carrying out of the Settlement Agreement and Release, and
23 any negotiations or proceedings related thereto, shall not in any event be construed as, or
24 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
25 the Released Parties, and shall not be offered in evidence in any action or proceeding in any
26 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
27 the provisions of the Court's Final Order and Judgment, the Stipulation of Settlement, the
28 Released Claims, or any related agreement or release. Notwithstanding these restrictions, any

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1 of the Released Parties may file in the Action, or submit in any other proceeding, the Court's
2 Final Order and Judgment, the Settlement Agreement and Release, and any other papers and
3 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
4 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to
5 the Released Claims.

6 8. The Court hereby dismisses this Action with prejudice, as of the date of entry of
7 the Court's Final Order and Judgment and pursuant to the terms set forth in the Settlement
8 Agreement and Release. Without affecting the finality of the Court's Final Order and
9 Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation,
10 implementation and enforcement of the Settlement, and all orders entered in connection
11 therewith.

12 9. The Court hereby finds the settlement payments provided for under the
13 Settlement to be fair and reasonable in light of all the circumstances. The Court, therefore,
14 orders the calculations and the payments to be made and administered in accordance with the
15 terms of the Settlement.

16 10. The Court hereby confirms Thierman Buck LLP as Class Counsel in the Action.

17 11. Pursuant to the terms of the Settlement, and the authorities, evidence and
18 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
19 in the amount of \$230,000.00, and attorney costs in the amount of \$15,000, to be deducted and
20 paid from the Global Settlement Fund, as final payment for and complete satisfaction of any
21 and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person
22 or entity related to the Action. The Court further orders that the award of attorneys' fees and
23 costs set forth in this Paragraph shall be administered pursuant to the terms of the Settlement
24 Agreement and Release, and transferred and/or made payable to Class Counsel in the Action.

25 12. The Court also hereby approves and orders Enhancement Awards to each Class
26 Representative Raymond Sullivan, Julia Causey, Lamar Sherrod, and Blanca Aguilar in the
27 amount of \$15,000 to be paid from the Global Settlement Fund as set forth in the Settlement
28 Agreement and Release.

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1 13. The Court also hereby approves and orders Enhancement Awards to each of the
2 twenty-four (24) Opt-In Plaintiffs who provided discovery responses in amount of \$1,000.00 to
3 be paid from the Global Settlement Fund as set forth in the Settlement.

4 14. The Court also hereby approves and orders payment from the Class Settlement
5 for actual claims administration expenses incurred of \$11,500.00 by the Claims Administrator,
6 CPT Group, to be paid from the Global Settlement Fund as set forth in the Settlement
7 Agreement and Release.


8 15. The Court also hereby finds and orders that the Settlement Agreement and
9 Release is and constitutes a fair, reasonable and adequate compromise of the Released Claims
10 against the Released Parties.

11 16. Provided the Settlement becomes effective under the terms of the Settlement
12 Agreement and Release, the Court also hereby orders the deadline for mailing or otherwise
13 delivering the Court-approved Settlement Awards, attorneys' fees and costs, and Enhancement
14 Awards is as set forth in the schedule within the Preliminary Approval Order.

15 17. The Court also hereby orders the release of all liens and or escrow funds held as
16 a result of this Court's Writ of Attachment issued May 5, 2015 (Docs 81 and 82) including the
17 funds held in escrow and all liens on the property owned by Riviera Operating Corporation
18 d/b/a Riviera Hotel and Casino at the physical location of 2901 South Las Vegas Boulevard,
19 Las Vegas , NV 89109, or any proceeds from the sale thereof, including but not limited to any
20 funds deposited with a third-party escrow agent.

21 **IT IS SO ORDERED.**

22
23 Dated: January 20, 2016.

24
25 
26 Honorable Andrew P. Gordon
27 Judge of the United States District Court
28